

## **RESOLUTION NO. 2012-192**

Adopted by the Sacramento City Council

June 19, 2012

### **CHANGE ORDER WITH GRANITE CONSTRUCTION FOR UNION PACIFIC RAILROAD REQUIRED CHANGES, RAIL OPERATOR UPGRADES, UNSUITABLE SOIL, AND REDUCTION IN SOIL REMEDIATION COSTS AND APPROVING A FUNDING AGREEMENT WITH AMTRAK AND APPROPRIATING THE FUNDS FOR GATE BOARD SIGNS**

#### **BACKGROUND**

- A. The project will relocate the existing Union Pacific Railroad (UPRR) mainline tracks, build new passenger platforms and access tunnels, relocate existing utilities, and install new utilities.
- B. On March 22, 2011, the project was bid and awarded to Granite Construction as the lowest responsive and responsible bidder, and Granite's construction contract includes excavation and grading.
- C. UPRR has required track design changes, the rail operators have requested upgrades necessary for the reasonable operation and completion of the project, and the fueling system has been redesigned to ensure compliance with state environmental laws.
- D. The Change Order provides for stabilization of unsuitable material and removal of debris found during the excavation of the project, and reduces the estimated cost for remediation of impacted soil found during excavation.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute Contract Change Order No. 8 (City Agreement No. 2011-0467) with Granite Construction for an amount not to exceed \$1,958,133 for the Track Relocation Project.
- Section 2. The City Manager's authority for the Granite Construction (City Agreement No. 2011-0467) is reset.
- Section 3. The City Manager is authorized to transfer \$189,989 (Fund 2023) from the 6<sup>th</sup> Street Bridges Project (T15098800) to the Sacramento Intermodal Project (T15029000).
- Section 4. The administrative authority for the Sacramento Intermodal Project (T15029000) is reset.
- Section 5. The City Manager or his designee is authorized to execute a funding agreement with Amtrak for an amount of \$100,000 for the Track Relocation Project.

\$100,000 (Fund 3702) is appropriated into the Sacramento Intermodal project (T15029000).

Section 6. Exhibits A and B are incorporated into and made part of this resolution.

**Table of Contents:**

Exhibit A – Location Map

Exhibit B – City-Amtrak Funding Agreement

Adopted by the City of Sacramento City Council on June 19, 2012 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.

Attest:

  
Shirley Concolino, City Clerk

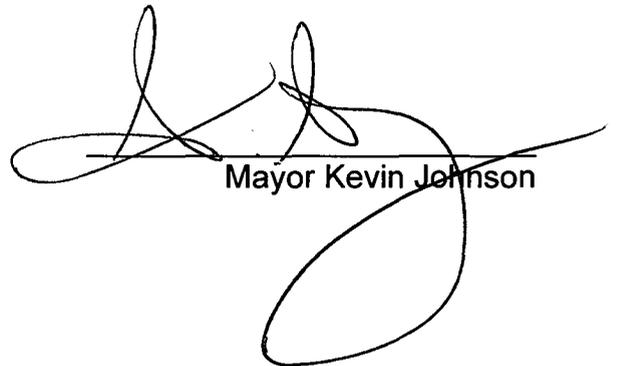
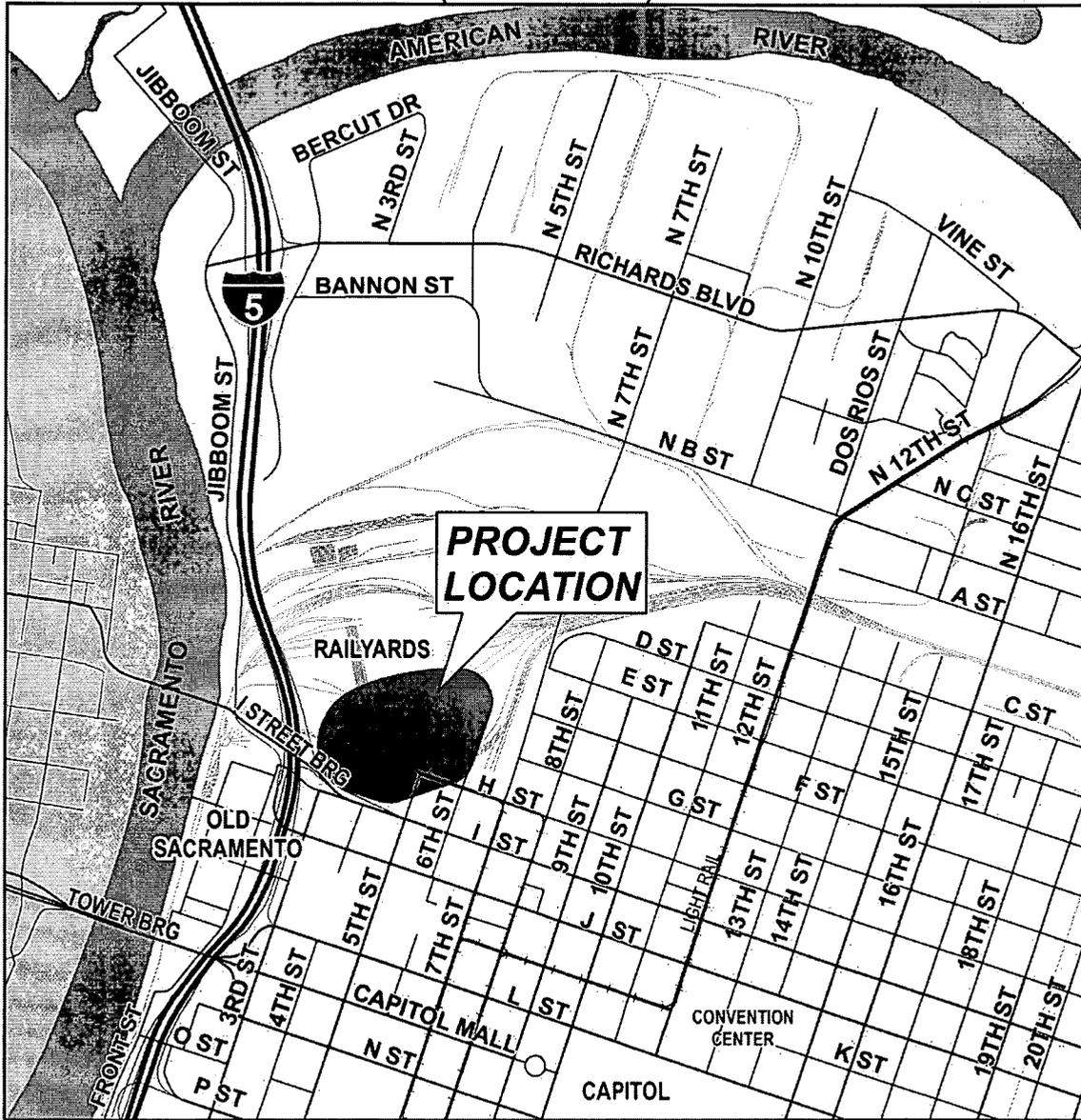
  
Mayor Kevin Johnson

EXHIBIT A

Location Map for  
SACRAMENTO INTERMODAL  
TRANSPORTATION FACILITY (SITF)  
(T15029000)



Map Date: MAY/12; Map Contact: S. Tobin



0 500 1,000 2,000  
Feet



**AGREEMENT  
BETWEEN CITY OF SACRAMENTO  
AND NATIONAL RAILROAD PASSENGER CORPORATION  
TO FUND THE PURCHASE AND INSTALLATION OF GATEBOARD SIGNS  
AT THE  
SACRAMENTO VALLEY STATION**

This agreement ("**Agreement**") is dated \_\_\_\_\_, 2012, and is between the CITY OF SACRAMENTO, a municipal corporation ("**CITY**"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, having offices at 60 Massachusetts Avenue, NE, Washington, DC 20002 ("**AMTRAK**"). The CITY and AMTRAK may be referred to collectively as the "**Parties**" or in the singular as "**Party**," as the context requires.

**Background**

S. Thomas Enterprises of Sacramento, LLC ("**Thomas**") was a prior owner of certain real property located in the City and County of Sacramento and commonly referred to as the Sacramento Railyards (the "**Property**"). On July 13, 2006, Thomas and the Union Pacific Railroad Company ("**UPRR**"), together with AMTRAK, the Capital Corridor Joint Powers Authority ("**CCJPA**"), and the State of California Department of Parks and Recreation ("**CSRM**") entered into that certain Track Relocation Agreement (the "**TRA**"). Thereafter, CITY and UPRR entered into that certain Construction Operation and Maintenance Agreement dated November 23, 2009, (the "**COMA**") pursuant to which the CITY assumed certain of Thomas' obligations under the TRA, as more particularly set forth in the COMA. The TRA and the COMA provided for, among other things, the right to relocate UPRR's freight and passenger tracks and facilities and the performance of certain other obligations by the CITY and UPRR with respect to such tracks and facilities (the "**Track Relocation Project**" or "**Project**").

On December 28, 2006, CITY acquired the existing Sacramento Valley Station located at 401 I Street in Sacramento, which is commonly referred to as the Depot Property or Parcel A. On February 28, 2011, CITY acquired an adjacent parcel of land known as Parcel B. Collectively Parcels A and B are referred to in this Agreement as the "**Intermodal Property**." An aerial photograph and a drawing of the Intermodal Property showing Parcels A and B marked Attachments A-1 and A-2 are attached hereto and made a part hereof. CITY will undertake construction of the Track Relocation Project within the Intermodal Property.

CITY undertook the design of the Track Relocation Project in consultation with CCJPA, UPRR, AMTRAK, and CSRM. The current design of the Track Relocation Project includes eight (8) gateboard signs (otherwise known as Passenger Information Display Systems or PIDS) in the central passenger tunnel. AMTRAK would like to increase the number of gateboard signs within the central passenger tunnel by eight (8) (the "**Additional Gateboard Signs**") and has agreed

that if it receives sufficient funding from CCJPA and the State of California, Department of Transportation ("Caltrans"), then it shall provide this funding to the CITY for the purchase and installation of the Additional Gateboard Signs as well as one air-conditioned cabinet, conduits and electrical wiring for the air-conditioned cabinet, and related hardware and software. A map of the central passenger tunnel where the Additional Gateboard Signs will be installed marked Attachment B is attached hereto and made a part hereof.

**With these background facts in mind, the Parties agree as follows:**

1. **AMTRAK FUNDING COMMITMENT.** AMTRAK shall provide a total of \$100,000 for the purchase and installation of the Additional Gateboard Signs as well as one air-conditioned cabinet, conduits and electrical wiring for the air-conditioned cabinet, and related hardware and software. The Additional Gateboard Signs shall be installed by the CITY in four Type E7d, double-sided floor mount signs. Each Type E7d, double-sided floor mount sign will have two 40" LCD displays mounted vertically one above the other per side and two video receivers, as shown in Attachment C which is attached hereto and made a part hereof. The specific make, model, and installed location of the air-conditioned cabinet is subject to agreement between the City and Amtrak. The Additional Gateboard Signs shall be installed and in operation prior to the public's use of the central passenger tunnel and new passenger platforms, which is currently scheduled for July 28, 2012.
2. **DISBURSEMENT OF FUNDS.** AMTRAK shall disburse the \$100,000 no later than ninety (90) days after AMTRAK's receipt of CITY's detailed invoice that verifies that the work funded under this Agreement by AMTRAK has been completed and CITY has made payment to the Track Relocation Project contractor for such work. As a precondition of paying CITY's invoice, AMTRAK may inspect the work and conduct all tests that are reasonably necessary to ensure that Additional Gateboard Signs have been installed properly and are functioning properly. Such inspection and testing shall be completed prior to the track cutover. Any approvals, reviews, or inspections of any nature by AMTRAK are for its own purposes and will not be construed as a warranty or assumption of liability on the part of AMTRAK.
3. **COST OVERRUNS.** It is understood and agreed that the AMTRAK Funding Commitment represents the full extent of AMTRAK's obligation to contribute funds for the purchase and installation of the Additional Gateboard Signs and that AMTRAK will not be liable, responsible and/or expected to provide additional funding if there are any cost overruns or contractor claims related to the purchase and installation of the Additional Gateboard Signs.
4. **INSPECTION OF BOOKS AND RECORDS.** It is understood and agreed that AMTRAK shall have the right (and may grant the same right to Caltrans and CCJPA) to access, inspect and audit CITY's (and its contractors') books and records relating to the purchase and installation of the Additional Gateboard Signs upon reasonable notice, during the course of the Track Relocation Project and for 3 years after final completion.

5. **OWNERSHIP AND CONTROL OF ADDITIONAL GATEBOARD SIGNS.** This Agreement does not create in AMTRAK a property interest in the Additional Gateboard Signs, air-conditioned cabinet, conduit, electrical wiring, hardware, or software. The CITY will be the owner, but Amtrak will maintain and operate the system upon track cutover. City shall enforce any contractors' and/or manufacturers' warranties should covered defects and/or failures occur.
6. **NOTICES.** Notices to the Parties as provided by this Agreement shall be given by United States mail, postage prepaid as follows:

**TO AMTRAK:**

National Railroad Passenger Corporation  
 530 Water Street, Fifth Floor  
 Oakland, CA 94607  
 Attn: Senior Director, State Partnerships

**TO CITY:**

City of Sacramento  
 915 I Street, 5<sup>th</sup> Floor  
 Sacramento, CA 95814  
 Attn: City Manager

Notice will be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as above prescribed. Notwithstanding the foregoing, in the event either of the Parties provides notice to the other Party by means of electronic transmission, such notice will be deemed to have been served upon receipt by the sending Party of written or electronic acknowledgement of receipt thereof from the receiving Party.

7. **GOVERNING LAW AND VENUE.** This Agreement is governed by and will be construed in accordance with the laws of the California. Any litigation concerning this Agreement must be brought and prosecuted in the United States District Court for the Eastern District of California, Sacramento Division.
8. **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by either Party without the other Party's prior written consent. The obligations in this Agreement shall inure to and bind the successors of each Party.
9. **WARRANTIES AND REPRESENTATIONS.** Each person who signs this Agreement on behalf of a Party warrants and represents that he or she has the capacity and legal authority to execute this Agreement for that Party and to bind that Party to the obligations imposed on it by this Agreement.
10. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto other than permitted successors and assigns of a Party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party, including, without limitation, CCJPA and UPRR.
11. **ENTIRE AGREEMENT; MODIFICATION.** This document contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may

have had prior to the execution of this Agreement. No alteration of the terms of this Agreement will be valid unless approved in a writing signed by CITY and AMTRAK.

12. **COUNTERPARTS.** This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Facsimiles, pdfs and photocopies of signature pages of the Agreement shall have the same binding effect as originals.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first hereinabove written.

**CITY OF SACRAMENTO**

By: \_\_\_\_\_  
John F. Shirey  
City Manager

Dated: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Senior Deputy City Attorney

Attest:

By: \_\_\_\_\_  
City Clerk

**NATIONAL RAILROAD PASSENGER CORPORATION**

By: \_\_\_\_\_  
Joseph McHugh, Vice President  
Government Affairs and  
Corporate Communications

Dated: 5/30/12

Approved as to Form:

By: \_\_\_\_\_  
Amtrak Law Department

**INTERMODAL SITE ACQUISITION**

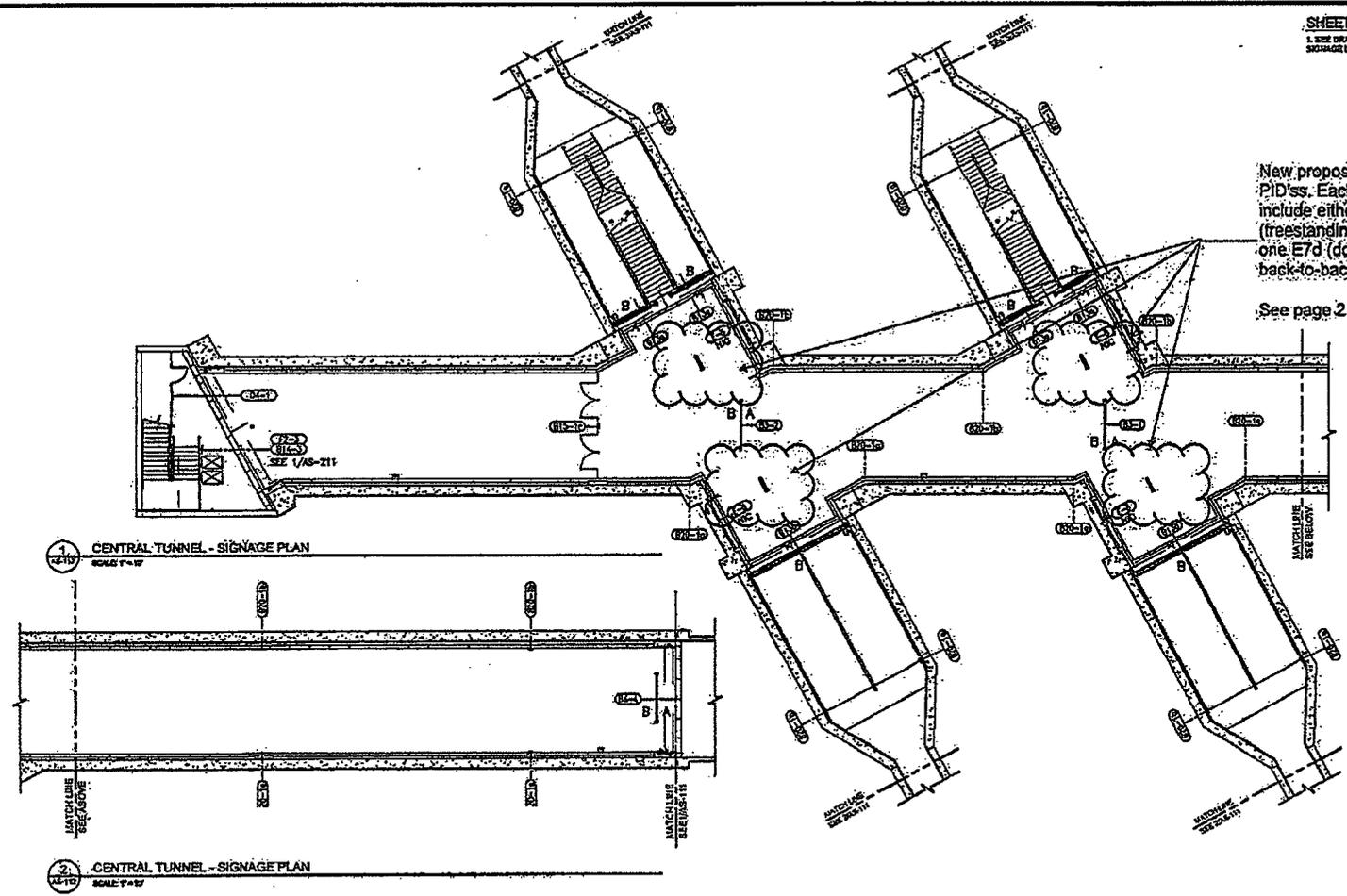




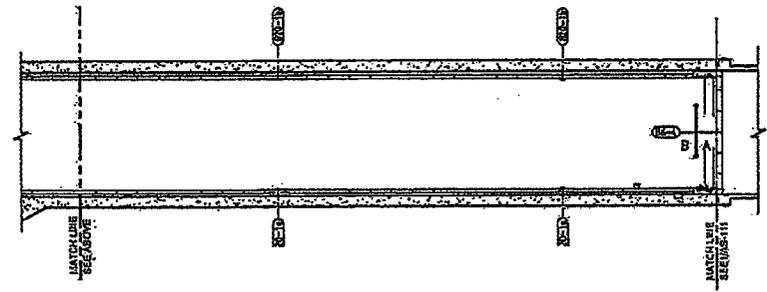
**SHEET NOTES:**  
 1. SEE DRAWING AS-201 AND AS-202 FOR STORAGE LEGEND.

New proposed locations for PID's. Each location would include either two E4c's (freestanding double-sided) or one E7d (double-sided or two back-to-back).

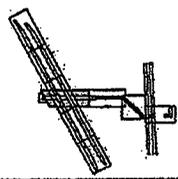
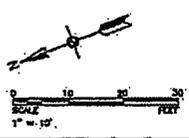
See page 2



1  
 CENTRAL TUNNEL - SIGNAGE PLAN  
 SCALE 7'-0"



2  
 CENTRAL TUNNEL - SIGNAGE PLAN  
 SCALE 7'-0"



REVISION	BY	DATE	DESCRIPTION
0		01/11/03	ISSUED FOR CONSTRUCTION - COMPLETE

**TranSystems**

210 MONTECITO  
 SUITE 200  
 OAKLAND, CALIFORNIA  
 PHONE: 510-435-2791  
 FAX: 510-432-9650



DESIGNED BY: JRD / JSV  
 CHECKED BY: GCM  
 DATE: 11/11/03  
 SHEET NUMBER: 536 of 591

**UNION PACIFIC RAILROAD**

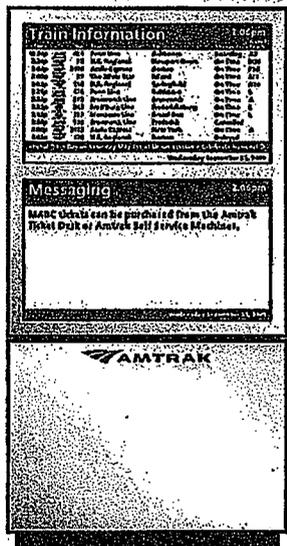
ROOSEVELT SERVICE UNIT  
 MARTINEZ SUBDIVISION  
 M.P. 63.7 SACRAMENTO, SACRAMENTO COUNTY CA

LOCATION: SACRAMENTO RAILYARDS  
 SACRAMENTO, CALIFORNIA

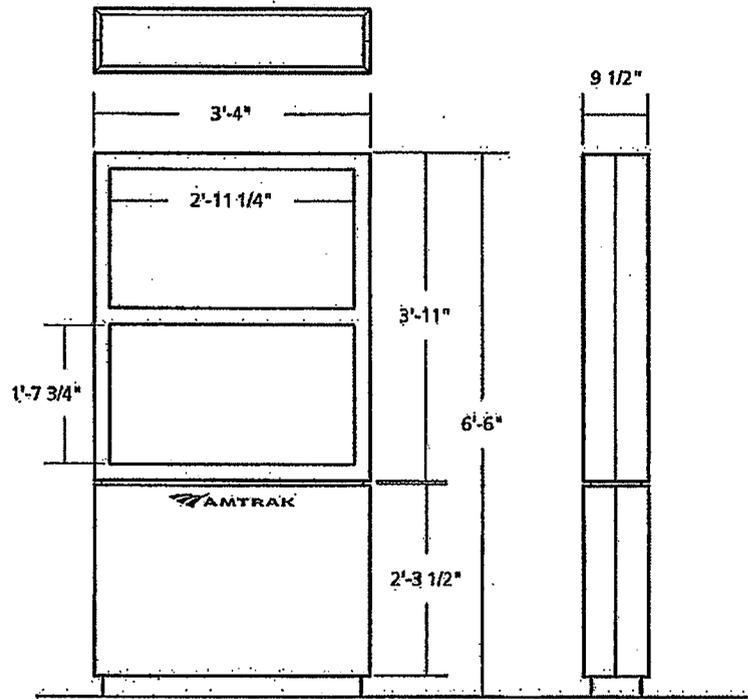
CITY PROJECT NO: PNT15029005  
 SHEET TITLE: SIGNAGE  
 DRAWING NO: AS-112



Attachment B



E7d Sign Type Freestanding



E7d Sign Type Freestanding, 40" monitor